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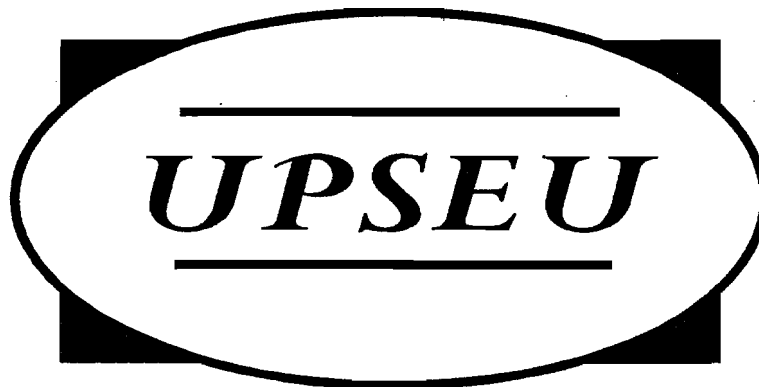
COLLECTIVE BARGAINING AGREEMENT

By and Between

COUNTY OF FRANKLIN

and the

United Public Service Employees Union



**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 17 2009

ADMINISTRATION

JANUARY 1, 2007 - DECEMBER 31, 2011



UNITED PUBLIC SERVICE EMPLOYEES UNION
1707 Central Avenue Suite 202 • Albany • NY • 12205
(518) 464-9114 • Fax: (518) 464-1116

Dear United Public Service Employees Union Member:

This is the negotiated and ratified Collective Bargaining Agreement between your Union and your Employer.

Please familiarize yourself with this Agreement. In the event you have a problem or grievance concerning any portion of this Agreement, it is important that you immediately contact your Union, either through your Shop Steward/Unit Officer or your Labor Relations Representative.

Fraternally,

Kevin E. Boyle, Jr.
President

TELEPHONE NUMBERS

Headquarters . . .	Ronkonkoma, NY .	631-738-8773
Capital Region . .	Albany, NY	518-464-9114
Northern Region .	Malone, NY	518-481-4240
Central Region . .	Utica, NY	315-798-8934
Southern Region .	Goshen, NY	845-294-7894

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AGREEMENT

THIS AGREEMENT made by and between the FRANKLIN COUNTY BOARD OF LEGISLATORS, herein called the "EMPLOYER" or "COUNTY" and United Public Service Employees Union, hereinafter called the "UNION" OR "UPSEU"

ARTICLE 1 UNION/EMPLOYER - STATUS AND RIGHTS

1.1 RECOGNITION

The County recognizes United Public Service Employees Union as the exclusive bargaining representative for the bargaining unit comprised of those positions of employment indicated under bargaining unit. (See Appendix B).

1.2 UNION SECURITY

The Union agrees to represent all the employees in the bargaining unit in a fair and equitable manner and not to discriminate against any unit employee by virtue of the participation or non-participation in Union affairs.

1.3 MAINTENANCE OF STANDARDS/MANAGEMENT RIGHTS

- a) Conditions of employment not contained in this Agreement shall be subject to the control of the County, provided that only those conditions of employment that have been ruled as mandatory subjects of bargaining by the Public Employment Relations Board (PERB) shall not be changed without the agreement of the Union.

This provision shall not apply to inadvertent or bonafide errors made by the Employer or the Union if such error is corrected within ninety (90) days from the date of error.

- b) The County continues to retain all its rights, powers and duties granted to it under law except as limited by this Agreement.

1.4 MUTUAL INTEREST

The Union, as well as the employee members thereof and all other unit members, shall agree that they will at all times further the interest of the Employer as fully as it be in their power to do so.

1.5 SAVINGS CLAUSE

If any provision of this Agreement violates any Federal or State law as presently enacted or as amended or interpreted during the term hereof, such provision shall be inoperative to the extent that it is at variance with such law; but all

other provisions of this Agreement shall remain in full force and effect. If any provision becomes inoperative under this Article, both parties shall meet promptly to rewrite the provision to comply with the law and, as far as possible, to meet the original intention of the parties. The revised provision shall thereafter be a part of this Agreement.

1.6 DECLARATION OF PLEDGE OF NO STRIKE POLICY

In compliance with the provisions of the Public Employee's Fair Employment Act and in consideration of the recognition by the Employer of the Union as the exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike nor will it participate in any such strike by the employees, or will it impose any obligation on said employees to conduct, assist, or participate in a strike.

1.7 DUES DEDUCTION

The Employer shall deduct from the wages of the employees and remit to UPSEU, regular membership dues for its employees who have signed authorizations permitting such payroll deductions. All changes in the dues deduction amounts shall be made by UPSEU by notification to the County Treasurer.

1.8 AGENCY FEE

UPSEU shall be entitled to Agency Fee deductions from the salary of non-union members.

The County shall deduct from the salary of employees in the bargaining unit who are not members of UPSEU an amount equivalent to the dues levied by UPSEU and shall transmit the sum as deducted to UPSEU in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. UPSEU affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency fee deduction shall continue in effect as long as UPSEU maintains such procedure. The agency fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement.

1.9 DEPARTMENT STEWARDS

The Union shall designate one employee per Department as Department Steward. The Steward shall be elected by a vote of unit members within the Department.

The Union shall give the Employer a list of the Department Stewards annually.

A Chief Steward shall be elected by the membership and the Employer shall be notified annually of the name of the Chief Steward.

The Union's labor relations representatives shall administer the Agreement on behalf of the Union and shall have the authority to settle grievances on behalf of the Union.

The designation of an employee as a Steward shall not confer any special rank or status upon the Steward. Stewards shall perform their regularly assigned duties in a proper manner.

Also, each department may have one alternate steward, elected by unit members from within the department. (Alternate stewards shall not be entitled to time off under Section 1.10.)

1.10 DEPARTMENT STEWARDS TIME OFF

Department stewards shall be allowed sixty-four (64) hours annually for all stewards to administer this Agreement and adjust grievances. The Chief Steward shall be allowed up to twenty-two (22) hours annually and the seven (7) other stewards up to six (6) hours annually.

1.11 NEGOTIATING COMMITTEE

No more than (5) five members of the bargaining unit may be designated by the Union as members of its labor contract negotiating committee. If negotiating meetings are scheduled and held during their scheduled work day, the Union negotiators will be allowed to charge one-half ($\frac{1}{2}$) of the amount of the negotiating time to their accrued personal leave, vacation time, sick leave, or compensatory time. The other one-half ($\frac{1}{2}$) of the time that falls in their scheduled work day shall be paid time, up to a limit of twenty (20) hours each negotiator.

1.12 UNION ACCESS

The authorized labor relations representatives of the Union who is not an employee of Franklin County may visit County premises on bonafide Union business provided the Employer is made aware of his presence. The Union representative agrees not to interrupt the work of any unit members and may not meet with employees during assigned work time.

1.13 BULLETIN BOARDS

The Employer agrees to provide a bulletin board for Union use in each separate County building in which unit employees work. The Union agrees that no material derogatory to or embarrassing to the Employer, its administrators or its representatives or to any County employee, shall be placed on the bulletin board.

1.14 SUBCONTRACTING

The Employer may, if it deems it in the best interests of the County, subcontract out services performed by the bargaining unit employees. The County shall consult with the Union before any such subcontracting of services. The Union shall have the right to negotiate the impact of such subcontracting decisions upon the terms and conditions of employment of unit members.

1.15 PROMOTION/UPGRADE/RECLASSIFICATION

- a) **RECLASSIFICATION** - If an employee feels their position should be reclassified, the employee shall follow the applicable procedures of the Civil Service Law.
- b) **UPGRADE** - If a group of employees feels that their position should be upgraded, such group may make written application to the Board of Legislators through their Department Head. Requests for upgrades may be submitted between August 15 and November 1 only. The Board will respond to the request by December 15. Approved requests for upgrades shall normally take effect on January 1.
- c) **PROMOTION/UPGRADE/RECLASSIFICATION** - Employees who are placed in another Grade shall be placed in the same Step in their higher Grade as they are on in the lower Grade.

1.16 CREDIT UNION

Payroll deductions will be made by the Employer for a credit union designated by the Union, provided the employee has furnished the Employer with the necessary payroll deduction authorizations. Changes in the deductions will be allowed only upon submission of a change of authorization.

The Employer shall not be held liable or responsible for any problems arising other than the deducting from payroll and remittance of monies deducted.

1.17 DIRECT DEPOSIT

The County will offer direct deposit to the financial institution of the employee's choice, provided that the employee completes all required paperwork.

ARTICLE 2 WORK TIME

2.1 WORK WEEK

The basic work week for full time County Office employees will be thirty-five (35) hours per week and the basic work week for all other full time employees shall be forty (40) hours per week.

2.2 HOURS OF WORK

For all office personnel the regularly scheduled hours of work shall be from 8:00 a.m. to 4:00 p.m., Monday through Friday, subject to work rules.

All County offices having two (2) or more full time employees will arrange the lunch hour periods so that the County Office involved is open during the above business hours. One (1) hour will be allowed for lunch time.

Should necessity require a different work schedule than that set forth in this Agreement or the Work Rules, the Employer will consult with the Union before making any changes. If no agreement is reached with the Union, the Employer can set the new schedule and the Union shall have the right to grieve the new schedule based upon the necessity of the change.

2.3 OVERTIME

Employees who have a basic work week of thirty-five (35) hours shall receive overtime pay after thirty-five (35) hours in a work week. Employees who have a basic work week of forty (40) hours shall receive overtime pay after forty (40) hours in a work week. Paid time off such as vacation, holiday, personal leave and sick leave, shall be considered as time worked for the purpose of qualifying for overtime.

The actual hours worked shall be used for the purpose of overtime calculation in the change over from DST to EST, or vice versa.

2.4 OVERTIME ASSIGNMENT

Each Department Head shall establish a written procedure for the assignment of overtime after consultation with the Union's labor relations representative. Such procedure shall use seniority as one of the factors in determining the assignment, unless the Union's labor relations representative agrees otherwise. In the event, no employee wants to accept the overtime assignment, the County shall have the right to assign the overtime to the least senior employee in the job classification needed for the assignment. Such mandatory overtime assignments shall not exceed twelve (12) hours per week. Failure of employees to accept overtime assignments under the established procedure shall be grounds for disciplinary action.

2.5 OVERTIME RATE: COMPENSATORY TIME OFF

Each employee shall work overtime when necessary for the efficient conduct of County business and shall receive cash or compensatory time off at the rate of time and one-half (1 ½). The employee involved shall make the decision to receive cash or compensatory time off within the pay period in which the overtime is worked. Compensatory time off may be taken subject to a maximum accumulation of forty (40) hours which must be taken within 180 days, or the employee will be paid in cash for all time accumulated. Note must be made on the monthly time sheets forwarded to the Personnel Office of all compensatory time earned and taken so the official County record may be kept.

ARTICLE 3 SENIORITY RIGHTS

3.1 SENIORITY

After thirty (30) days of employment, a new employee who is in the labor class or non-competitive class shall be placed on a seniority list of non-competitive and labor class employees.

For jobs not covered by Civil Service procedures, openings will be filled from a list of the three (3) most senior, qualified applicants. If there are less than three (3) bargaining unit applicants, the County may select an applicant of its choosing.

3.2 SENIORITY LIST

The Personnel Office shall notify the Union's labor relations representative verbally of any newly hired employees in the bargaining unit.

The Employer shall furnish the Union with the various seniority lists used by the Employer within (sixty) 60 days of the signing of this Agreement. The Union shall have twenty (20) work days to challenge the list. Thereafter the list shall be considered final.

The Employer shall update the list annually.

3.3 LAYOFF

- a) Section 80 of the Civil Service Law shall govern layoffs of competitive class employees. Layoff of non-competitive class employees and labor class employees shall be made in the reverse order of seniority in the job titles affected. However, seasonal employees in the Highway Department shall be governed by Section 3.3(b)

- b) The Board of Legislators shall determine the number of seasonal employees needed in each job title in the Highway Department each year. The Highway Department shall establish a seniority list by job title and recall employees each season on the basis of their job title seniority as a seasonal employee in the Highway Department, except that an employee shall not start to accrue seniority until he/she has worked 2,080 hours as a seasonal employee. An employee with less than 2,080 hours seniority shall not be placed on the seniority list and has no right of recall.

An employee on the seniority list may lose his right of recall if he received a written disciplinary warning during the previous season.

3.4 CAREER LADDER

County Departments, covered in this Agreement, shall be considered as one (1) department for the following purposes:

- a) Employees may apply for openings in lateral, lower or higher grade positions in any department in which a vacancy exists. The employee must meet all Civil Service requirements, including qualifications. The Seniority clause, Section 3.1 shall apply.
- b) In moving to another position without a break in service as described in (a), accrued rights of seniority, retirement and benefit time, except items of compensation which are provided for in the contract, shall be retained. (Exception: employees moving from a full time, or slotted part time to per diem status retain only their retirement).
- c) Posting

New jobs within the bargaining unit shall be posted in each building for at least ten (10) days before an official appointment is made to the job.

Vacant jobs shall also be posted in each building for ten (10) days, except that only one (1) posting need be made for jobs of the same title within the same department. Vacancies to be filled from a promotional mandatory civil service list within a department need only be posted in that department.

The posting of competitive class positions will not conflict with the NYS Civil Service Law, including the right of the appointing authority to select one (1) of the three (3) persons certified on an eligible list.

Vacancies in full time non-competitive and labor classifications shall be posted. Vacancies in part-time non-competitive and labor classification positions that work at least fifty percent (50%) of the time of the equivalent full-time position shall also be posted.

ARTICLE 4 WORK RULES

4.1 WORK RULES

Within six (6) months after the signing date of this Agreement, each Department Steward together with the Union's labor relations representatives shall offer suggestions for departmental work rules to the respective Department Head. The Union's labor relations representatives shall coordinate the suggestions so that they at least cover the same basics.

Such work rules may not be in conflict with this Agreement. Employees are expected to follow the work rules and violations of the work rules shall subject the employee to disciplinary action.

Upon request of the Department Steward, the Department Head, or designee, will review the work rules with the Steward.

Work rules shall cover as a minimum the following items:

Time of lunch period	Chain of command
Time of coffee break	Hours of work
Reporting for work procedure	Orientation of new employee
Authority of personnel	procedure

4.2 REVISIONS IN WORK RULES

Revisions in the current work rules shall be proposed by the Department Head and be subject to mutual agreement of the Department Head and the Union's labor relations representative. If the Department Head and Union's labor relations representative cannot agree on a revision that involves a mandatory subject of negotiations as ruled by PERB, the issue shall be submitted to UPSEU and Franklin County for negotiations.

The County shall have the right to implement proposed work rule changes that are not mandatory subjects of negotiations.

ARTICLE 5 EXAMINATIONS

5.1 REQUIRED EXAMINATIONS

Physical, mental, or other examinations or assessments required by any government body or the Employer shall be promptly complied with by all employees. Failure to do so shall be grounds for disciplinary action.

The County shall either designate its own physician or allow the employee to use the employee's personal physician at the reasonable and customary charge for Franklin County, which shall be paid by the Employer. The employee shall lose no paid-for-time by reason of such examination taken during their regularly scheduled work hours.

5.2 CIVIL SERVICE EXAMINATIONS

Upon advance notice to, and approval of, their Department Head, permanent employees may receive time off to take Civil Service Examinations.

ARTICLE 6 TRAVEL

6.1 TRAVEL ALLOWANCE

Effective July 1, 2007, whenever an employee is required to use his/her personally owned automobile in the conduct of the County's business, he/she shall be reimbursed for such use at the rate of \$.41 per mile. Effective January 1, 2008 the mileage reimbursement rate shall increase to \$.44 per mile; effective January 1, 2009 to \$.48 per mile; effective January 1, 2010 to \$.50 per mile and effective January 1, 2011 to \$.52 per mile.

ARTICLE 7 HOLIDAYS

7.1 All employees shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday*
Labor Day	

*Subject to the approval of the employee's Department Head.

In addition to the above listing, either the day before Christmas or the day before New Year's, at the employee's option, shall be observed. The Department Head shall honor such request to the fullest extent possible, consistent with the effective conduct of County Business. Only one (1) day may be considered a holiday for overtime purposes.

7.2 Double time with no time off shall be paid to all employees who work on holidays or the employee may work the day at regular rate of pay and take another day off at the regular rate of pay. Employees working on Thanksgiving Day or Christmas Day (December 25th) shall receive time and one half (1 ½)

in addition to their normal rate of pay for all hours worked. Example - an employee who works eight (8) hours on either of the days specified shall receive compensation at the regular rate of twenty (20) hours.

7.3 The employee must give the Department Head ten (10) days notice of the employee's preference of compensatory time or pay. The Department Head shall honor such request to the fullest extent possible consistent with the effective conduct of County Business.

7.4 Nothing contained herein shall prohibit the Board Legislators from granting additional days off.

Whenever an above holiday falls on a Saturday, it shall be observed on the preceding Friday and shall be considered a non-working day. Whenever an above holiday falls on a Sunday, it shall be observed on the following Monday and shall be considered a non-working day.

7.5 For 24 hour facility employees: Where the holiday falls on a regularly scheduled day off another day shall be given. The day to be given will be at the employee's choice. The choice shall be consistent with Section 7.3 of this article.

For payroll purposes the holiday pay will be paid for the actual holiday date if worked.

Holiday pay will be paid to the employee working the greater number of shift hours on the holiday date.

ARTICLE 8 INSURANCE

8.1 HEALTH INSURANCE

The County shall maintain a self-funded health insurance program. Full time employees and qualified part-time employees and their dependents shall be eligible to participate in the plan.

The County shall implement a Preferred Provider Organization with an in-network PPO benefit. The out-of-network annual deductible shall be \$195.00 individual and \$585.00 family.

The self-funded plan shall be administered by a mutually agreeable Administrator, shall provide "reasonable and customary benefits and one (1) year tracking."

The plan shall contain a conversion feature.

The County shall maintain a IRS 125 plan.

8.2 HEALTH INSURANCE CONTRIBUTION RATES

- a) Effective January 1, 2008, the employee contribution for employees hired prior to April 1991 shall be eight percent (8%) of the premium (individual or family); effective January 1, 2009, it shall become nine percent (9%) of the premium; and effective January 1, 2011 it shall become ten percent (10%) of the premium
- b) Effective January 1, 2008, the employee contribution for employees hired between April 1991 ratification and November 4, 1999 shall be nine percent (9%) of the premium (individual or family); and effective January 1, 2011 the premium contribution shall become ten percent (10%) of the premium.
- c) Employees hired on or after November 4, 1999 shall contribute ten percent (10%) of the premium (individual or family).
- d) Effective July 1, 2007, the employee co-pays for various services shall be as follows:

Office Visits	\$20
Lab Visits	\$15
Emergency Room Visits	\$50
Retail Prescription Drugs	\$10/\$15/\$30
Mail Order Prescription Drugs	\$10/\$20/\$40
Inpatient Hospital	\$250 per family per year

8.3 VISION CARE

The Employer shall provide to eligible employees and their dependents with vision care under the schedule of benefits.

8.4 DENTAL PLAN

The County shall allow for payroll deductions for the Union's dental insurance plan.

8.5 DISABILITY INSURANCE

The Employer will provide New York State Disability Insurance for all permanent, provisional, temporary, seasonal employees except those employees in the bargaining unit who are excluded by state or federal mandates or restrictions or who are excluded by the insurance carrier.

When an employee is disabled for more than seven (7) days due to a non-work injury or illness, he/she is eligible for New York State Disability. A disability form, available in the Personnel Office must be filled out by both the employee and the employee's physician and returned to the Personnel Office.

All of the employee's accrued sick time must be used before being able to draw New York State Disability. Disability is payable for a maximum of twenty-six (26) weeks per year. The weekly rate is computed at fifty percent (50%) of your average weekly wage. The average weekly wage is figured on your salary over eight (8) weeks prior to the date of the disability with a maximum payable of \$170.00 per week. Vacation and personal leave time does not have to be used, however, if it is used, you may draw disability simultaneously with vacation or personal leave pay.

A Disability form must be filled out even if the employee has enough sick time to use throughout the entire disability. This enables the County to be reimbursed at the disability rate for sick time used. This reimbursement goes into a fund that then pays employees who are disabled more than twenty-six (26) weeks and who have used their accrued sick leave. The payment is extended an equal amount of time based on the employees sick leave usage, with a maximum of twenty-six (26) weeks (52 weeks total).

ARTICLE 9 RETIREMENT

- 9.1 The Employer will provide non-contributory retirement benefits to its qualified employees back to the year 1938 (Section 75e of the New York State Employees Retirement System).

The present retirement plan of 75i shall be continued.

Application for retirement system membership shall be filed immediately upon hire where enrollment is mandatory. Employees who have the option of electing membership shall do so in a timely fashion.

- 9.2 Employees may convert unused sick leave for additional retirement credit up to a maximum of 165 days (Option 41 J of the New York State Employees Retirement system).
- 9.3 The County shall provide the benefits of Subdivision K of Section 41, Subdivision G of Section 43 of the New York State Retirement and Social Security Law, and Subdivision 4 of Section 243 of the Military law as it presently, or hereafter may be amended.
- 9.4 Upon a New York State Retirement, an employee with over 165 unused sick leave days may use up to thirty (30) days over the 165 days to pay for health insurance premiums in retirement. This Section 9.4 shall become effective upon ratification of this Agreement in 2007.

ARTICLE 10 UNPAID LEAVE

A leave of absence, without pay, not to exceed one (1) year may be granted to a permanent or provisional full time employee only, by a Department Head or Appointing Authority subject to the prior review and authorization by the Board of Legislators. However, a leave of absence for personal illness may be granted directly by the Department Head. Notice of such leave of absence must be filed with the Personnel Officer. Leave of absence may be for professional training or improvement, extended illness, or military service. Upon the expiration of such leave of absence, the employee shall be reinstated to the position which he occupied at the time the leave was granted or to an equivalent position.

Employees who have worked a minimum of one (1) year for the County and who are on an unpaid leave of absence shall continue to receive the Health Insurance Benefits provided for in Section 8 of this Agreement for the first six (6) months of their leave. They shall retain and accrue seniority for the term of the leave.

The County shall comply with the provisions of the Family and Medical Leave Act (FMLA) in granting leaves.

ARTICLE 11 PAID LEAVES

11.1 PERSONAL LEAVE

All qualified employees covered by this Agreement shall be granted five (5) personal days per year on a non-accumulative basis. Personal days may be taken upon twenty-four (24) hours notice, to the appropriate Department Head except for emergencies. If the absence may cause scheduling problems or result in overtime for other employees, the personal day may be denied by the Department Head. If the employee cannot get to work due to snow they shall charge a day against accrued sick, vacation or personal time at their election. One (1) personal day shall be given with the start of employment which may be taken prior to the completion of the four (4) months of service. After completion of the four (4) months of service, personal time shall be granted as per Appendix C, pro-rated chart, minus the initial day given at the start of service.

Personal leave time may be used in a minimum of one-half (½) hour block of time. A Highway Department employee who utilizes his/her personal leave time must furnish his/her own transportation to and from the worksite if working away from the garage.

Any unused personal leave days shall be converted to sick leave days at the end of each calendar year.

Full time employees hired after January 1, 1984 shall be entitled to three (3) personal days per year.

11.2 JURY DUTY

An employee upon showing proof of a call to jury duty, shall be granted paid leave for such jury duty. When excused from jury duty the employee shall report to work for the balance of the work day.

11.3 COURT APPEARANCE

Employees who are required to attend court on County business shall suffer no loss in their regular pay for such appearance. When such court time constitutes time beyond the employee's regular work week or work day the employee shall be entitled to additional compensation.

11.4 MILITARY LEAVE

Employees shall be paid his or her full salary for all periods of absence while engaged in performance of ordered Military Duty, (copies of the official orders to be filed with Appointing Authority or Department Head) not to exceed thirty (30) days in any one (1) calendar year. He or she shall not be subjected to any loss of time, service, increment, vacation or privileges by reason of such absence.

11.5 SICK LEAVE

- a) The Employees shall be granted one (1) day sick leave per month of employment and shall be allowed to accumulate sick leave days in an unlimited amount.

A new employee shall be entitled to use one (1) sick leave day starting on the first day of employment. Thereafter, one (1) sick leave day shall be posted to an employee's sick leave account on the last day of the second month of employment, and on the last day of each succeeding month of employment.

- b) Allowance for Sick Leave: Sick leave shall be granted to any employee for absence from duty because of illness, bodily injury and attendance upon members of the immediate family whose illness requires the care of such employee. Immediate family is defined as the employee's mother, father, stepmother, stepfather, spouse, child, or stepchild, brothers, sisters, or any other person residing in the same household as the employee.

Sick Leave with full pay shall be accumulated at the rate of one (1) working day for each completed month of full time service. An employee who works less than one-half ($\frac{1}{2}$) the number of work days in a month shall not accrue a sick leave day for the month. An employee who works between one-half ($\frac{1}{2}$) the number of days and the full month shall accrue one-half ($\frac{1}{2}$) of one (1) sick leave day for the month.

Sick leave permission is to be granted only by the Department Head.

When an employee finds it necessary to absent himself from work for any reason, he shall notify his immediate supervisor at least two (2) hours (or except as otherwise provided in the work rules) before the time he is expected to report for work. Such leave shall not be granted unless a report is made.

In all cases of personal illness or bodily injury, sick leave with pay in excess of four (4) consecutive days will be granted only when a physician's certification has been submitted to the employee's Department Head. A Department Head may request a Doctor's certificate for any absence in cases where the employee has exhibited a repeated pattern of excessive absenteeism. Excessive absenteeism shall be treated on an individual basis using the same procedure as in the past. All sick leave shall be reported to the Personnel Officer where a report will be maintained of sick leave used and sick leave accrued.

11.6 BEREAVEMENT LEAVE

An employee may use up to three (3) days for paid bereavement leave to mourn the death of members of their immediate family (as defined in Article 11, 5b) or of a relative residing in the same household as the employee. Such bereavement shall be used to attend the funeral or memorial services of the deceased.

ARTICLE 12 VACATION

12.1 VACATION

Employees whose basic work week is five (5) days per week shall earn vacation credits at the rate of twelve (12) working days after the first year of service (1 working day for each month of service); fifteen (15) working days after five (5) years of service (1¼ working days for each month of service); eighteen (18) working days after ten (10) years of service (1½ working days for each month of service); twenty-one (21) working days after fifteen (15) years of service (1¾ working days for each month of service); and twenty-four (24) working days after twenty (20) years of service (2 working days for each month of service).

Employees who leave service before completing one (1) year of service shall not be entitled to any paid vacation.

Vacation earned in the first year of employment shall not be taken until after one (1) year of service.

Vacation earned may be carried over to the extent of twenty-one (21) days to the next calendar year. However, more than twenty-one (21) vacation days may be carried over with the written permission of the Department Head. Furthermore, if the Department Head refuses an employee's reasonable written request to schedule all their vacation within the calendar year, the employee may carry over more than twenty-one (21) days. Vacation time shall be scheduled by department on a sign up sheet between January 1 and March 15 of each year. Vacation time preference shall be in order of seniority. The County may limit the number of employees who may be on vacation at the same time to not more than fifteen percent (15%) of the employees in the same job title in a department.

Employees who fail to sign up for vacation time by March 15 or who desire to change their vacation time after signing up must have their choice of vacation time approved by Department Head. Under these circumstances, seniority shall not prevail and no employee shall be "bumped" out of the scheduled vacation time. In any cases of dispute, the department head may assign the vacation time.

Employees who desire vacation between January 1 and March 15 may take it subject to the department head's approval and based upon seniority preference.

12.2 VACATION WITH PAY

Vacation with pay shall not be paid any employee serving on a temporary or part-time basis except as may be provided for in Article 13. However, temporary employees who work one (1) consecutive year in the same position shall be entitled to paid vacation.

All vacation leave shall be reported to the Personnel Office where a record will be maintained of vacation leave used and vacation leave accrued.

Employees who leave County employment shall be paid accrued vacation time in a lump sum on the date of termination. However, such employees may stay on the payroll without accruing leave benefits or health insurance benefits.

ARTICLE 13 PER DIEM EMPLOYEES, PART-TIME EMPLOYEES, SEASONAL EMPLOYEES

13.1 PER DIEM EMPLOYEES

Per Diem and slotted part time employees who become regularly appointed full-time (temporary, provisional, or permanent status) employees shall be allowed to carry over into full-time status accrued personal leave, accrued sick leave, accrued vacation (if eligible) and accrued holiday leave.

Per Diem employees shall receive benefits pursuant to the following schedule:

- (a) If the Per Diem employee works less than fifty percent (50%) of the time that a full-time employee in the same job category would work, the Per Diem employee shall receive no fringe benefits.
- (b) If the Per Diem employee works between fifty percent (50%) to seventy-five percent (75%) of the time that a full-time employee in the same job classification would work, the Per Diem employee shall pay one-half ($\frac{1}{2}$) of the health insurance premium and receive one-half ($\frac{1}{2}$) of the sick and personal leave that a full-time employee would receive.
- (c) If the Per Diem employee works more than seventy-five percent (75)% of the time that a full-time employee in the same job classification would work, the Per Diem employee shall receive health insurance benefits as if he/she were a full-time employee and shall receive pro-rated sick and personal leave.
- (d) Per diem employees of the Franklin County Nursing Home will be offered available additional work on a seniority basis in classifications for which they are qualified. However, this paragraph does not require overtime if there are per diem employees available on a straight time basis.

13.2 PART-TIME EMPLOYEES

- a) If a slotted part-time employee works less than fifty percent (50%) of the time that a full-time employee in the same job classification would work, the employee shall receive no fringe benefits.
- b) If a slotted part-time employee works fifty percent (50%) or more of the time that a full-time employee in the same job classification would work, the employee shall receive health insurance and pro-rated sick, personal and vacation benefits.
- c) Permanent part-time employees at the Franklin County Nursing Home will be offered available additional work on a seniority basis in classifications for which they are qualified prior to per diems. The offer of additional work shall be made prior to the posting of the monthly schedule. However, this paragraph does not require overtime if per diems are available on a straight time basis.

13.3 SEASONAL EMPLOYEES (Highway Department)

Seasonal employees in the Highway Department shall be entitled to the following fringe benefits during their work season:

Health Insurance - same ratio as a regular full-time employee; during "off season" seasonal employees may pay the full premiums in order to continue coverage.

Sick Leave - pro-rata

Personal Leave - pro-rata

Holidays - holidays that occur during work season

Vacation - None

ARTICLE 14 LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee composed of four (4) designees of the Union and four (4) designees of the Employer shall meet quarterly at a mutually agreeable time and place to discuss matters of mutual interest. Meetings may be initiated by either party through a written request to the other side. The proposed agenda shall be included in the request.

The Labor-Management Committee shall be a formal communication link between the parties and a forum to openly discuss problems in the employment relationship. The Committee shall not conduct any contract negotiations nor discuss formal contract grievances.

The Committee or sub-committee thereof shall discuss the effectiveness of the self-funded Franklin County Employee Health Plan upon request of the Union designees. Any health insurance mandates issued by New York State may also be discussed upon request of the Union designees.

The Labor-Management Committee shall discuss improvements in the employee evaluation system and Health Insurance Contributions by current and prospective employees.

ARTICLE 15 WAGES

15.1 SALARY SCHEDULES

The parties hereby agree to the salary schedules attached as Appendices A1, A2, A3, and A4 and A5

The first year salary schedule shall be effective on January 1, 2007. The effective date of each year of the salary schedule shall be January 1st. The salary schedules shall provide the following increases:

Effective January 1, 2007	3.5%
Effective January 1, 2008	3.75%
Effective January 1, 2009	3.75%
Effective January 1, 2010	3.75%
Effective January 1, 2011	3.75%

Employees on the payroll as of the date of ratification and 2007 retirees shall be entitled to the retroactive wage increase.

15.2 UNIT POSITIONS

The positions of employment within the bargaining unit are indicated in Appendix B.

15.3 SALARY GRADES

The salary grade for each position of employment is indicated in Appendix B.

15.4 STEP MOVEMENT

An employee shall be entitled to move to next higher step on their anniversary date.

Former County employees who are re-hired within twelve (12) months of separation from employment and who had five (5) years or more of continuous service with the County shall be re-hired at their previous step. However, per diem employees shall return at the base step.

15.5 LONGEVITY INCREMENT

Salary schedule Steps 6, 7, 8, 9 and 10 shall be longevity steps. Step 6 shall be attained after nine (9) years of continuous years employment by Franklin County; Step 7 after fourteen (14) years of continuous employment; and Step 8 after nineteen (19) years of continuous employment; Step 9 after twenty-four (24) years of continuous employment and Step 10 after twenty-nine (29) years of continued employment by Franklin County.

Full time employees or budgeted part time employees shall be entitled to a longevity increment based upon continuous years of employment by Franklin County. Per diem employees who worked seventy-five percent (75%) of the time in the previous year, shall be entitled to the longevity increment. Seasonal employees shall be entitled to longevity steps based on actual time worked.

15.6 PAY PERIODS

Employees shall be paid every two (2) weeks on Thursday. Temporary adjustments to this procedure may be made by the Employer to allow for holidays, vacation periods and other needs of the payroll department.

15.7 SALARY STATEMENTS

Upon written request employees shall receive a written statement annually specifying the current annual salary or rate of pay.

15.8 CALL-IN

Employees regularly assigned to the Franklin County Nursing Home, the Highway Department as well as Fire Dispatchers, will be paid a minimum of two (2) hours additional pay when required to report to work during their scheduled time off.

15.9 SHIFT DIFFERENTIAL

Effective July 1, 2007, the shift differential shall be \$.50 per hour.

15.10 ON-CALL

Community Health Nurses, Child Protection Service, Foster Care, Highway and Probation employees who are assigned On-Call duty shall be paid \$2.00 per hour.

15.11 CHILD PROTECTION SERVICES CASEWORKER STIPEND

Casework supervisor(s) and caseworkers assigned to the Child Protection Services Unit, Department of Social Services, shall receive an incentive over their base pay as follows:

First year of assignment - 5% additional
Second year of assignment - 7% additional
Third year or thereafter - 10% additional

Upon the ratification of this Agreement, the Foster Care Unit shall be entitled to the same stipend (pro-rated in 2007).

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 OUT OF TITLE WORK

Any out of title work assignments will be treated the same as in the past.

All employees working out of classification in a higher classification shall be paid at the appropriate rate for the time worked.

16.2 EMPLOYEE TRAINING

The present practice of Employer required training will continue.

16.3 PERSONNEL FILES

Employees shall be allowed to inspect their official personnel file in the Personnel Office in the presence of the administration upon written twenty-four (24) hour notice to the County Personnel Office. Disciplinary notices shall be placed in the official personnel file within three (3) work days after issuance.

Employees shall be given a copy of any disciplinary notice that is placed in their personnel file.

16.4 DISCIPLINARY MEETINGS

An employee required to attend a disciplinary meeting with management may request an available Union steward or Union representative to attend the meeting.

16.5 JUST CAUSE

Employees who have completed their probationary period shall not be disciplined in the form of a written warning, unpaid suspension, or discharge, without just cause for such discipline.

16.6 NON-COMPETITIVE CLASS AND LABOR CLASS DISCIPLINE

Non-competitive class and labor class employees shall be afforded equivalent procedures to Section 75, Civil Service law, after eighteen (18) months of employment.

16.7 EQUIPMENT, ACCIDENTS, AND REPORTS

Defective Equipment

No employee shall be compelled to operate equipment that is not reasonably mechanically sound and properly equipped to conform with all applicable Town, State and Federal regulations.

Accidents

Employees involved in an accident shall submit a written accident report on a form provided by the County. (See Appendix D - Incident Report Form).

Report

Employees shall report in writing equipment that is defective.

ARTICLE 17 GRIEVANCE PROCEDURE/ADVISORY ARBITRATION

Grievance Definition A grievance is an alleged violation of this agreement. Grievances will be processed pursuant to the following paragraphs

Grievance Form Grievances will be presented on a proper form provided by the County. (Appendix E) Grievances shall be dated, indicate the contract provision allegedly violated, and be signed by the grievant(s).

Group Grievance A grievance involving the same basic allegation by more than one (1) employee or a grievance by the Union may be presented by the Union directly at Step 1 of this grievance procedure.

Informal Discussion An aggrieved employee must first attempt to resolve the grievance with the employee's supervisor or Department Head, notifying the supervisor that the discussion constitutes the informal step of the grievance procedure. The Union's business representative may be present upon the request of the employee.

Formal Grievance Procedure A grievance must be filed at Step 1 of the procedure through use of the grievance form within ten (10) workdays of its occurrence or within ten (10) workdays of the date on which the employee knew or could be expected to know of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

- a) Step 1 - Department Head Formal grievance(s) will be filed with the Department Head. Within ten (10) calendar days of receipt of the grievance, the Department Head or designee will hold a hearing at which the grievant and the Union's representatives will discuss the complaint. Within ten (10) calendar days after the hearing, the Department Head or designee shall render a written decision to the grievant(s) and the Union.
- b) Step 2 - Board of Legislators If the answer in Step 1 is unsatisfactory, the Union may submit the grievance within ten (10) calendar days to Step 2 by serving written notice to the Chairman of the Board of Legislators. A committee of the Board shall hold a hearing within ten (10) calendar days of receipt of the written notice at which the grievant and/or the Union's business representative will discuss the complaint. A written decision will be rendered by the Board of Legislators to the union within ten (10) calendar days after the hearing.
- c) Step 3 - Advisory Arbitration The Union may process contract grievances to advisory arbitration under the rules of procedure of the Public Employment Relations Board within ten (10) workdays of receipt of the written decision in Step 2. The advisory award of the arbitrator shall be submitted to the Franklin County Legislature for its final and binding determination.

ARTICLE 18 EXTRA AGREEMENT

Any agreement or arrangement between the County and a unit employee shall be consistent with the terms of this Agreement unless the Union has given its approval for such deviation.

ARTICLE 19 LEGISLATIVE ACTION CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 20 DURATION

This contract is for a term of five (5) years commencing January 1, 2007 and continues in full force and effect until December 31, 2011 or until a new contract is negotiated; provided however, that the parties thereto agree that either party may, on

or after July 1, 2011 serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event the parties and/or their representatives shall commence negotiations immediately.

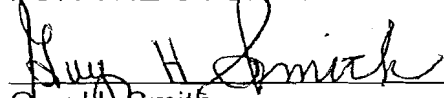
ARTICLE 21 SIGNATORIES

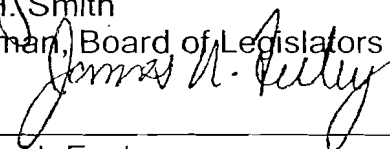
It is expressly understood and agreed by and between the parties hereto that this agreement constitutes the entire agreement between the parties, and that it cannot be altered, changed or modified except in writing.

It is further expressly understood and agreed that this agreement is subject to the provisions of Article XIV of the Civil Service law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.


FOR THE COUNTY:



Guy H. Smith
Chairman, Board of Legislators

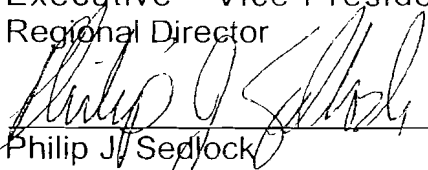

James N. Feeley
County Manager

8-31-07
Date

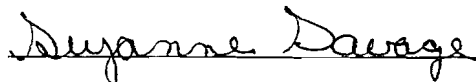
FOR THE UNION


Kevin E. Boyle, Jr.
President


Gary M. Hickey
Executive Vice President /
Regional Director

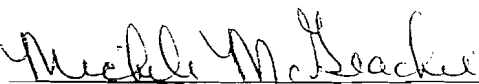

Philip J. Sedlock
Labor Relations Representative

Negotiating Team:


Suzanne Savage


Pauline Bui


Kim


Michelle McBecker


R. Davis

8-28-07
Date

APPENDIX A - 1
SALARY SCHEDULE - JANUARY 1, 2007

	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$18,434	\$18,590	\$18,898	\$19,280	\$19,741	\$20,279	\$21,392	\$23,332	\$25,416	\$27,651	\$29,005
Grade 2	\$19,449	\$19,605	\$19,911	\$20,296	\$20,755	\$21,291	\$22,407	\$24,345	\$26,431	\$28,666	\$30,018
Grade 3	\$20,523	\$20,672	\$20,983	\$21,361	\$21,826	\$22,361	\$23,480	\$25,414	\$27,501	\$29,737	\$31,085
Grade 4	\$21,648	\$21,801	\$22,115	\$22,496	\$22,955	\$23,489	\$24,609	\$26,545	\$28,630	\$30,864	\$32,216
Grade 5	\$22,840	\$22,996	\$23,301	\$23,685	\$24,147	\$24,683	\$25,798	\$27,735	\$29,822	\$32,055	\$33,409
Grade 6	\$24,097	\$24,252	\$24,556	\$24,940	\$25,404	\$25,936	\$27,057	\$28,990	\$31,077	\$33,311	\$34,661
Grade 7	\$25,423	\$25,576	\$25,883	\$26,267	\$26,727	\$27,266	\$28,382	\$30,320	\$32,405	\$34,641	\$35,991
Grade 8	\$26,819	\$26,975	\$27,278	\$27,665	\$28,124	\$28,661	\$29,778	\$31,714	\$33,801	\$36,036	\$37,384
Grade 9	\$28,294	\$28,446	\$28,756	\$29,138	\$29,597	\$30,136	\$31,252	\$33,189	\$35,278	\$37,510	\$38,861
Grade 10	\$29,849	\$30,003	\$30,310	\$30,695	\$31,152	\$31,691	\$32,813	\$34,748	\$36,834	\$39,066	\$40,418
Grade 11	\$31,493	\$31,645	\$31,954	\$32,337	\$32,796	\$33,334	\$34,452	\$36,391	\$38,475	\$40,709	\$42,058
Grade 12	\$33,227	\$33,380	\$33,686	\$34,070	\$34,528	\$35,066	\$36,185	\$38,121	\$40,209	\$42,442	\$43,790
Grade 13	\$35,053	\$35,207	\$35,511	\$35,898	\$36,359	\$36,893	\$38,010	\$39,947	\$42,032	\$44,267	\$45,616
Grade 14	\$36,978	\$37,133	\$37,442	\$37,826	\$38,285	\$38,820	\$39,939	\$41,875	\$43,960	\$46,192	\$47,545
Grade 15	\$39,015	\$39,168	\$39,476	\$39,858	\$40,319	\$40,856	\$41,974	\$43,910	\$45,994	\$48,228	\$49,580
Grade 16	\$41,125	\$41,422	\$41,718	\$42,015	\$42,312	\$42,610	\$43,727	\$45,664	\$47,749	\$49,983	\$51,334

APPENDIX A - 2
SALARY SCHEDULE - JANUARY 1, 2008

	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$19,126	\$19,287	\$19,607	\$20,003	\$20,481	\$21,039	\$22,195	\$24,207	\$26,370	\$28,688	\$30,093
Grade 2	\$20,178	\$20,340	\$20,658	\$21,057	\$21,533	\$22,089	\$23,247	\$25,258	\$27,422	\$29,741	\$31,144
Grade 3	\$21,293	\$21,447	\$21,769	\$22,162	\$22,645	\$23,200	\$24,361	\$26,367	\$28,532	\$30,852	\$32,251
Grade 4	\$22,460	\$22,619	\$22,944	\$23,339	\$23,816	\$24,370	\$25,532	\$27,540	\$29,704	\$32,021	\$33,425
Grade 5	\$23,697	\$23,858	\$24,175	\$24,573	\$25,052	\$25,608	\$26,766	\$28,775	\$30,941	\$33,257	\$34,662
Grade 6	\$25,001	\$25,162	\$25,477	\$25,876	\$26,357	\$26,909	\$28,072	\$30,077	\$32,242	\$34,561	\$35,961
Grade 7	\$26,376	\$26,535	\$26,854	\$27,252	\$27,729	\$28,289	\$29,446	\$31,457	\$33,620	\$35,941	\$37,341
Grade 8	\$27,825	\$27,987	\$28,301	\$28,702	\$29,179	\$29,736	\$30,895	\$32,904	\$35,069	\$37,387	\$38,786
Grade 9	\$29,355	\$29,513	\$29,835	\$30,231	\$30,707	\$31,266	\$32,424	\$34,434	\$36,601	\$38,917	\$40,318
Grade 10	\$30,969	\$31,128	\$31,447	\$31,846	\$32,321	\$32,879	\$34,043	\$36,051	\$38,215	\$40,531	\$41,933
Grade 11	\$32,674	\$32,832	\$33,152	\$33,549	\$34,026	\$34,584	\$35,744	\$37,755	\$39,918	\$42,235	\$43,635
Grade 12	\$34,473	\$34,632	\$34,949	\$35,348	\$35,822	\$36,381	\$37,542	\$39,551	\$41,717	\$44,034	\$45,432
Grade 13	\$36,368	\$36,527	\$36,843	\$37,244	\$37,722	\$38,276	\$39,436	\$41,445	\$43,609	\$45,927	\$47,326
Grade 14	\$38,365	\$38,525	\$38,846	\$39,245	\$39,720	\$40,275	\$41,436	\$43,445	\$45,608	\$47,924	\$49,328
Grade 15	\$40,478	\$40,636	\$40,956	\$41,353	\$41,831	\$42,388	\$43,548	\$45,556	\$47,719	\$50,036	\$51,439
Grade 16	\$42,667	\$42,975	\$43,282	\$43,590	\$43,899	\$44,208	\$45,366	\$47,377	\$49,539	\$51,858	\$53,259

APPENDIX A - 3
SALARY SCHEDULE - JANUARY 1, 2009

	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$19,843	\$20,010	\$20,342	\$20,753	\$21,249	\$21,828	\$23,027	\$25,115	\$27,358	\$29,764	\$31,221
Grade 2	\$20,935	\$21,103	\$21,433	\$21,847	\$22,341	\$22,918	\$24,119	\$26,205	\$28,450	\$30,857	\$32,312
Grade 3	\$22,091	\$22,252	\$22,586	\$22,994	\$23,494	\$24,070	\$25,274	\$27,356	\$29,602	\$32,009	\$33,460
Grade 4	\$23,302	\$23,467	\$23,805	\$24,215	\$24,709	\$25,284	\$26,489	\$28,573	\$30,818	\$33,222	\$34,678
Grade 5	\$24,586	\$24,753	\$25,081	\$25,495	\$25,991	\$26,569	\$27,770	\$29,854	\$32,101	\$34,504	\$35,961
Grade 6	\$25,938	\$26,105	\$26,433	\$26,846	\$27,345	\$27,918	\$29,124	\$31,205	\$33,451	\$35,857	\$37,309
Grade 7	\$27,365	\$27,530	\$27,861	\$28,274	\$28,769	\$29,349	\$30,550	\$32,637	\$34,881	\$37,288	\$38,741
Grade 8	\$28,868	\$29,036	\$29,363	\$29,778	\$30,273	\$30,851	\$32,053	\$34,138	\$36,384	\$38,789	\$40,241
Grade 9	\$30,456	\$30,619	\$30,954	\$31,365	\$31,858	\$32,439	\$33,640	\$35,725	\$37,973	\$40,377	\$41,830
Grade 10	\$32,130	\$32,295	\$32,626	\$33,040	\$33,533	\$34,112	\$35,320	\$37,403	\$39,648	\$42,051	\$43,506
Grade 11	\$33,899	\$34,063	\$34,395	\$34,807	\$35,302	\$35,881	\$37,084	\$39,171	\$41,415	\$43,819	\$45,272
Grade 12	\$35,765	\$35,930	\$36,260	\$36,673	\$37,166	\$37,745	\$38,949	\$41,034	\$43,281	\$45,685	\$47,136
Grade 13	\$37,732	\$37,897	\$38,224	\$38,641	\$39,137	\$39,711	\$40,915	\$42,999	\$45,244	\$47,649	\$49,101
Grade 14	\$39,804	\$39,970	\$40,303	\$40,716	\$41,210	\$41,786	\$42,990	\$45,075	\$47,318	\$49,721	\$51,178
Grade 15	\$41,996	\$42,160	\$42,492	\$42,903	\$43,400	\$43,977	\$45,182	\$47,265	\$49,509	\$51,913	\$53,368
Grade 16	\$44,267	\$44,587	\$44,905	\$45,225	\$45,545	\$45,866	\$47,068	\$49,153	\$51,397	\$53,802	\$55,256

APPENDIX A - 4
SALARY SCHEDULE - JANUARY 1, 2010

	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$20,587	\$20,760	\$21,105	\$21,531	\$22,046	\$22,647	\$23,890	\$26,057	\$28,384	\$30,880	\$32,392
Grade 2	\$21,720	\$21,894	\$22,236	\$22,666	\$23,178	\$23,777	\$25,023	\$27,188	\$29,517	\$32,014	\$33,523
Grade 3	\$22,920	\$23,086	\$23,433	\$23,856	\$24,375	\$24,972	\$26,222	\$28,382	\$30,712	\$33,209	\$34,715
Grade 4	\$24,176	\$24,347	\$24,697	\$25,123	\$25,636	\$26,232	\$27,483	\$29,644	\$31,973	\$34,468	\$35,978
Grade 5	\$25,507	\$25,681	\$26,022	\$26,451	\$26,966	\$27,565	\$28,811	\$30,974	\$33,305	\$35,798	\$37,310
Grade 6	\$26,911	\$27,084	\$27,424	\$27,853	\$28,371	\$28,965	\$30,216	\$32,376	\$34,706	\$37,201	\$38,709
Grade 7	\$28,391	\$28,562	\$28,906	\$29,335	\$29,848	\$30,450	\$31,696	\$33,861	\$36,189	\$38,687	\$40,194
Grade 8	\$29,951	\$30,125	\$30,464	\$30,895	\$31,408	\$32,008	\$33,255	\$35,418	\$37,748	\$40,244	\$41,750
Grade 9	\$31,598	\$31,768	\$32,114	\$32,541	\$33,053	\$33,655	\$34,901	\$37,065	\$39,397	\$41,891	\$43,399
Grade 10	\$33,335	\$33,506	\$33,849	\$34,279	\$34,790	\$35,391	\$36,644	\$38,806	\$41,135	\$43,628	\$45,137
Grade 11	\$35,170	\$35,340	\$35,685	\$36,112	\$36,626	\$37,227	\$38,475	\$40,640	\$42,968	\$45,462	\$46,969
Grade 12	\$37,107	\$37,278	\$37,620	\$38,049	\$38,559	\$39,160	\$40,410	\$42,573	\$44,904	\$47,398	\$48,903
Grade 13	\$39,147	\$39,318	\$39,658	\$40,090	\$40,604	\$41,201	\$42,449	\$44,612	\$46,941	\$49,436	\$50,942
Grade 14	\$41,297	\$41,469	\$41,814	\$42,243	\$42,755	\$43,353	\$44,602	\$46,765	\$49,093	\$51,586	\$53,097
Grade 15	\$43,571	\$43,741	\$44,086	\$44,512	\$45,028	\$45,626	\$46,876	\$49,037	\$51,365	\$53,860	\$55,369
Grade 16	\$45,927	\$46,259	\$46,589	\$46,921	\$47,253	\$47,586	\$48,833	\$50,996	\$53,324	\$55,820	\$57,328

APPENDIX A - 5
SALARY SCHEDULE - JANUARY 1, 2011

	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Grade 1	\$21,359	\$21,539	\$21,896	\$22,339	\$22,872	\$23,496	\$24,786	\$27,034	\$29,449	\$32,038	\$33,606
Grade 2	\$22,534	\$22,715	\$23,070	\$23,516	\$24,048	\$24,669	\$25,962	\$28,208	\$30,624	\$33,214	\$34,780
Grade 3	\$23,779	\$23,952	\$24,311	\$24,750	\$25,289	\$25,909	\$27,205	\$29,446	\$31,864	\$34,454	\$36,017
Grade 4	\$25,083	\$25,260	\$25,623	\$26,065	\$26,597	\$27,216	\$28,513	\$30,756	\$33,172	\$35,760	\$37,328
Grade 5	\$26,464	\$26,644	\$26,998	\$27,443	\$27,977	\$28,599	\$29,891	\$32,135	\$34,554	\$37,141	\$38,709
Grade 6	\$27,920	\$28,100	\$28,452	\$28,897	\$29,434	\$30,051	\$31,350	\$33,590	\$36,007	\$38,596	\$40,160
Grade 7	\$29,456	\$29,634	\$29,990	\$30,435	\$30,967	\$31,592	\$32,885	\$35,131	\$37,546	\$40,137	\$41,701
Grade 8	\$31,074	\$31,255	\$31,606	\$32,054	\$32,586	\$33,208	\$34,502	\$36,746	\$39,164	\$41,753	\$43,315
Grade 9	\$32,783	\$32,959	\$33,319	\$33,761	\$34,292	\$34,917	\$36,210	\$38,455	\$40,875	\$43,462	\$45,026
Grade 10	\$34,585	\$34,763	\$35,119	\$35,565	\$36,095	\$36,718	\$38,018	\$40,261	\$42,677	\$45,264	\$46,830
Grade 11	\$36,489	\$36,666	\$37,023	\$37,467	\$37,999	\$38,623	\$39,918	\$42,164	\$44,579	\$47,167	\$48,731
Grade 12	\$38,498	\$38,676	\$39,030	\$39,475	\$40,005	\$40,629	\$41,925	\$44,169	\$46,588	\$49,176	\$50,737
Grade 13	\$40,615	\$40,792	\$41,145	\$41,593	\$42,127	\$42,746	\$44,041	\$46,284	\$48,701	\$51,290	\$52,852
Grade 14	\$42,845	\$43,024	\$43,382	\$43,827	\$44,359	\$44,979	\$46,275	\$48,519	\$50,934	\$53,520	\$55,088
Grade 15	\$45,205	\$45,381	\$45,739	\$46,181	\$46,716	\$47,337	\$48,634	\$50,876	\$53,291	\$55,879	\$57,445
Grade 16	\$47,649	\$47,993	\$48,336	\$48,680	\$49,025	\$49,370	\$50,664	\$52,909	\$55,324	\$57,913	\$59,478

APPENDIX B
COUNTY BARGAINING UNIT POSITIONS AND SALARY GRADES

GRADE 1

Cleaner
Food Service Helper
Groundskeeper
Launderer

GRADE 2

Activities Aide
Community Service Aide
Medical Supply Aide
Watch Keeper

GRADE 3

Clerk
Clerk (PT 911)
Clerk/Typist (35 HR.)
Clerk/Typist (40 HR.)
Community Service Worker
Data Entry Machine Operator Trainee
Home Health Aide
Nursing Assistant
Rehab Nursing Assistant
Telephone Operator
Typist

GRADE 4

Account Clerk
Account Clerk/Typist
Building Maintenance Helper
Bus Driver
Cook (FCNH)
Data Entry Machine Operator
E911 Enumerator (PT)
Energy Resource Aide
Head Housekeeper
Highway Inventory Clerk
Homemaker
Laborer
Laundry Supervisor
Medical Records Clerk
Medical Supply Clerk
Real Property Tax Service Aide
Senior Clerk
Senior Rehab Nursing Assistant
Stenographer
Timekeeper
Ward Clerk

GRADE 5

Case Service Aide
Custodian
Index Records Clerk
Labor Crew Leader
Offset Printing Machine Operator
Records Management Clerk
Senior Community Service Worker
Senior Stenographer
Senior Typist
Tax Map Technician Trainee

GRADE 6

Administrative Aide
Building Maintenance Worker I
Building Maintenance Worker 1
E911 Dispatcher Trainee
Index Records Clerk II
Investigator (Public Defender)
Motor Equipment Operator I
Motor Vehicle Cashier/Examiner
Ombudsperson Program Coordinator
Senior Account Clerk
Senior Account Clerk/Typist
Senior Homemaker
Veterans Service Aide

GRADE 7

Computer Operator
Dietary Technician
Graduate Practical Nurse
Legal Secretary
Licensed Practical Nurse (Co. Nurse)
Licensed Practical Nurse (FCNH)
Micro Computer Operator
Probation Assistant
Social Welfare Examiner
Support Invest. Trainee
Worksite Supervisor

GRADE 8

Activities Director
Building Maintenance Worker II
Carpenter
E911 Dispatcher
Employment & Training Assistant
Motor Equipment Operator II
Painter
Payroll Clerk

Senior Index Record Clerk
Senior Motor Vehicle Cashier/Examiner
Senior Real Property Tax Service Aide
Senior Records Management Clerk
S.S.I. Assistant
Summer Youth Counselor
Support Investigator
Tax Map Technician

GRADE 9

Assigned Counsel Coordinator
Electronics Technician
Employment & Training Instructor
Employment & Training Representative
Motor Equipment Mechanic
Paralegal Trainee
Principal Clerk
Records Management Coordinator
Senior Social Welfare Examiner
Senior Support Investigator
Senior Tax Map Technician
Social Services Investigator Trainee
Work Learning Project Instructor

GRADE 10

Assistant Coordinator Of Child Support
Enforcement
Building Maintenance Foreman
Case Manager
Dietary Services Supervisor
Employment & Training Coordinator
Micro Computer Programmer
Nursing Home Social Work Assistant
Paralegal Assistant
Principal Account Clerk
Principal Audit Clerk
Probation Officer Trainee
Radio Maintenance Technician
Social Services Investigator
Welder
Working Foreman

GRADE 11

Caseworker
Caseworker (5% incentive)
Caseworker (7% incentive)
Caseworker (10% incentive)
In Home Care Program Manager
Paralegal
Senior Automotive Mechanic
Senior Case Manager

Senior Employment & Training Instructor
Senior Employment & Training
Representative
Social Welfare Employee Coordinator

GRADE 12

Assistant Civil Engineer
Coordinator of Business Services
Coordinator of Services for the Aging
General Foreman
Paralegal Specialist
Probation Officer
Property Tax Law Enforcement Specialist
Senior Caseworker
Senior Caseworker (CPS 7%)
Senior Caseworker (CPS 10%)
Senior Social Services Investigator
Specialist, Services for Aging
Staff Development Coordinator
Victim Assistance Coordinator

GRADE 13

Caseworker Supervisor
Caseworker Supervisor (10%)
Coordinator of Child Support Enforcement
Employment & Training Counseling
Supervisor
Graduate Nurse
*Registered Professional Nurse (RN)
Senior Employment & Training Coordinator
Senior Probation Officer

GRADE 14

*Charge Nurse (RN)
Community Health Nurse
Public Health Educator
Training Services Supervisor

GRADE 15

*Head Nurse

GRADE 16

Coordinator of Services for Children w/
Special Health Care Needs
Long Term Home Health Care Coordinator
Supervising Community Health Nurse

*These positions at the Franklin County
Nursing Home shall be based on 1820 hours.

APPENDIX C
PERSONAL LEAVE PRO-RATA CHARTS

A. Personal Leave Chart for employees hired prior to 1/1/84.

Employees whose four (4) months of service is completed between the following dates (or who return to work from a leave of absence).

	35 Hour Work Week	40 Hour Work Week
January 1 to February 15	35 Hours	40 Hours
February 16 and March 31	31.5	36
April 1 and May 15	28	32
May 16 and June 30	24.5	28
July 1 and August 15	21	24
August 16 and September 30	17.5	20
October 1 and November 15	14	16
November 16 and December 15	10.5	12
December 16 and December 30	7	8

B. Personal Leave Chart for new employees hired after 1/1/84:

Employees whose four (4) months of service is completed between the following dates (or who return to work from a leave of absence).

	35 Hour Work Week	40 Hour Work Week
January 1 to February 28	21 Hours	24 Hours
March 1 to April 30	17.5	20
May 1 to June 30	14	16
July 1 to August 31	10.5	12
September 1 to October 31	7	8
November 1 to December 31	3.5	4

APPENDIX D INCIDENT REPORT

**Franklin County Court House
Malone, New York 12953**

**This form must be used to report
an accident or incident involving
an employee.**

Employee involved _____
 (Last Name) (First Name) (Middle Initial)

Employees' SS#	Date of Incident
-------------------	---------------------

Department _____ Time of Incident _____ a.m. _____ p.m.

Describe exactly what happened; why it happened; what causes were. If an injury, state part of body injured.

(If more room is needed continue on back)

Was person involved seen by a Physician? _____YES _____NO

When _____ **Where** _____

Physician's Name _____

Was first aid administered? YES NO

When _____ **Where** _____

By Whom _____

Was person involved taken to Hospital? _____YES _____NO

When _____ **Where** _____

By Whom _____

Indicate type of injury

Laceration _____ **Abrasion** _____ **Burn** _____ **Other** _____ (Specify) _____

Name, address and phone number of Witness(es)

Date of Report

Signature & Title of person preparing report

APPENDIX E GRIEVANCE NO. _____
FRANKLIN COUNTY
GRIEVANCE FORM
for
UNITED PUBLIC SERVICE EMPLOYEES UNION

NAME OF AGGRIEVED EMPLOYEE: _____

TITLE OF AGGRIEVED EMPLOYEE: _____

DATE SUBMITTED: _____

CONTRACT CLAUSE VIOLATED: _____

DATE OF OCCURRENCE: _____

STATEMENT OF FACTS: _____

REDRESS SOUGHT: _____

GRIEVANT'S SIGNATURE: _____

UPSEU DEPARTMENT STEWARD: _____

ACTION TAKEN BY EMPLOYER: _____

EMPLOYER'S SIGNATURE: STEP 1 _____ DATE _____

 STEP 2 _____ DATE _____

COPY TO: GRIEVANT
 LABOR RELATIONS REPRESENTATIVE
 PERSONNEL OFFICER
 DEPARTMENT HEAD
 CHIEF STEWARD

(USE REVERSE SIDE IF NECESSARY AND TITLE SECTIONS)

